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AGREEMENT

between

Gloucester Township
TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN, NEW JERSEY

and

GLOUCESTER TOWNSHIP POLICE COMMITTEE
(SUPERIOR OFFICERS UNIT)

X JANUARY 1, 1988 through DECEMBER 31, 1989

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PREAMBLE

This Agreement, made and entered into at the Township of Gloucester, County of Camden, New Jersey, this day of _____, 1987, by and between the Township of Gloucester, hereinafter referred to as the "Township", and the Gloucester Township Police Committee, hereinafter referred to as the "SONC".

WITNESSETH:

WHEREAS, the Township and the SONC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Mayor retain the basic decision making powers over fiscal and management policies, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Superior Officers of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the SONC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I

LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by law.

B. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
RECOGNITION

A. The Township hereby recognizes the SONC as the sole and exclusive agent for all Sergeants, Lieutenants and Captains employed in the Township of Gloucester Police Department, but excluding the Chief of Police, Deputy Chief of Police, patrolmen, and all other Township employees.

B. The title "policeman", "police officer", "patrolman", or "employee", shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to Detective.

ARTICLE III

SUPERIOR OFFICERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Superior Officer shall have the right freely to organize, join, and support the SONC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any superior officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the SONC and its affiliates, his participation in any activities of the SONC and its affiliates, collective negotiations with the Township or his institution of any grievance, complaints, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Representatives of the SONC shall be permitted time off without loss of pay to attend negotiating sessions, provided the efficiency of the Department is not affected

thereby.

C. A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

D. The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV
MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the Township reserves the right and retains solely and exclusively all of its statutory and common law rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement with the SONC.

B. The sole and exclusive rights of the Township, which are not abridged by this Agreement, shall include, but are not limited to:

1. Determining the existence or non-existence of facts which are the basis of the Township Police Department and/or management decision;

2. Establishing or continuing policies, practices, or procedures for the citizens of the Township, and from time to time changing or abolishing such practices or procedures;

3. Determining, and from time to time modifying, the number, locations, and relocation and types of its officers and employees or discontinuing any performance by officers or employees of the Township;

4. Determining the number of hours per day or week any operation of the Police Department may be carried

on;

5. Selecting and determining the number and types of officers required;

6. Assigning such work to such officers in accordance with the requirements determined by the Department of Police and Mayor;

7. Establishing training programs and upgrading requirements for officers and/or employees within the Department;

8. Establishing and changing work schedules and assignments;

9. Transferring, promoting, or demoting officers or employees for just cause, or laying off; terminating or otherwise relieving officers and/or employees from duty for lack of work or other legitimate reasons;

10. Determining the facts of lack of work;

11. Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;

12. Suspending, discharging, or otherwise taking such measures as the Mayor may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE V

SICK LEAVE

A. Sick leave means the absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse and children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Chief of Police. Each member of the Police Department covered by this contract shall be granted twenty-one (21) sick days per year, three (3) of which may be taken as personal days and noted as such on the member's personnel record. The only limitation on the granting of personal day leave shall be the manpower requirements of the Police Department. Two (2) additional days of the above mentioned sick leave may be taken as personal business days and noted as such on the member's personnel record. Personal business days shall be used for the personal business of a member of such a nature that it cannot be scheduled at the convenience of the member or for a personal or household emergency which requires the immediate attention of the member. The reason for the request for a

personal business day must be stated at the time of application for leave from duty.

B. Sick leave shall be cumulative from year to year.

C. 1. All employees hired prior to January 1, 1988 shall receive upon retirement the sum of twenty (\$20.00) dollars for each unused sick day accumulated prior to January 1, 1978.

2. Commencing on January 1, 1978, employees shall be paid fifty (50%) percent of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement.

3. At the option of the employee, and in lieu of payment under Sections C1 and C2 of this Article, the total accumulated sick leave of such employee may be taken, prior to retirement, as terminal leave on a day for day basis.

D. All employees hired on or after January 1, 1988 shall be paid one hundred (100%) percent of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement. All monies paid out pursuant to this Section shall be paid in equal amounts over three (3) years commencing in the year following the employee's retirement.

E. Any member who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Chief of Police, shall be continued on the Township Blue Cross/Blue Shield Program, Dental Program, Prescription Plans, or any other medical insurance program until he shall return to duty.

F. In the event a member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Chief of Police.

ARTICLE VI
INJURY LEAVE

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, on the recommendation of the Chief of Police and approval by the Mayor.

B. Any employee who is injured, whether slight or severe, while working must make an immediate report prior to the end of the shift thereof to the immediate supervisor, or as soon thereafter as possible. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the

Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

ARTICLE VII

LIABILITY AND FALSE ARREST INSURANCE

A. The Township agrees to cover all employees with false arrest and liability insurance in the amount of two hundred fifty thousand (\$250,000.00) dollars - five hundred thousand (\$500,000.00) dollars.

B. 1. In addition, whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the municipality shall provide said employee with legal defense of such action or proceeding.

2. Legal defense shall not be provided for the employee in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE VIII

CLOTHING ALLOWANCE

A. 1. Effective January 1, 1988, all employees shall receive the sum of seven hundred seventy-five (\$775.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

2. Effective January 1, 1989, all employees shall receive the sum of eight hundred (\$800.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

C. The Township shall replace or repair all uniforms damaged while on duty.

D. New employees shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full summer and winter uniforms, weaponry, rain wear, shoes and boots, and leather goods. Clothing allowance for new employees shall not be payable until the completion of one (1) year of service from their date of

hire. Payment shall then be made on a pro-rated basis for the remainder of the calendar year.

ARTICLE IX
FUNERAL LEAVE

A. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of date, but in no event to exceed seven (7) working days..

2. The term "immediate family" shall include only spouse, father, mother, or child.

B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed three (3) working days.

2. The term "extended family" shall include only brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, or sister-in-law.

3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

C. Funeral leave may be extended at the sole discretion of the Chief of Police.

D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days

following the death of such family member.

E. "Additional burden" defined: The employee must, in addition to making the usual necessary funeral arrangements and attendance, be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

2. Have to arrange to dispose of or transfer the business concerns of the deceased.

3. Have to arrange for the care of survivors of the deceased.

F. Funeral leave for any other situation not specifically covered under the terms of this Article may be granted by the Chief of Police upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

ARTICLE X
RULES AND REGULATIONS

A. The Mayor shall establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

B. It is understood that all employees shall comply with all rules and regulations of the Department and orders or directives issued by the Chief of Police or his designee from time to time. Employees shall promptly and efficiently execute the instructions and order of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

C. In the event that an employee or employees shall

refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department Rules and Regulations, subject only to the right of employees to file a grievance.

D. All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders, and policy statements, plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

E. The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location as to be readily available to all members of the department at all times for their inspection and review on a 24 hour basis.

ARTICLE XI

NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Police Department.

ARTICLE XII
HOSPITALIZATION

A. The Township agrees to provide Blue Cross/Blue Shield, HMO, or an independent hospitalization policy containing similar benefits, as well as major medical insurance for the employee and his dependents, with these benefits continued upon the member's retirement until Social Security age is reached for Medicare.

B. 1. Effective January 1, 1988, the major medical deductible shall be reduced to one hundred (\$100.00) dollars.

2. Effective January 1, 1989, there shall be no deductible for the major medical insurance.

3. Effective January 1, 1988, all medical bills that previously had been utilized by employees to reduce the major medical deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

ARTICLE XIII
BAN ON STRIKES

A. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the SONC, its officers, members, agents, or principals, will not engage in, encourage, sanction, or suggest, strikes, slow downs, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE XIV

EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. This Agreement represents the full and final agreement between the Township and the Superior Officers' unit.

B. The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining leading to the execution of this Agreement.

C. The Township shall perform no act which will conflict with the terms of this Agreement.